

#1620

## A G R E E M E N T--1996-1998

Agreement made this 13<sup>th</sup> Day of January, 1996, retroactive to January 1st 1996, by and between Production, Merchandising & Distribution Employees Union, Local 210, affiliated with The International Brotherhood of Teamsters, AFL-CIO or its successors with its principal place of business at 345 West 44th Street, New York, New York 10036 (hereinafter called the "Union"), and The Borough of Jamesburg, having its principal place of business at 31 E. Railroad Ave. Jamesburg, New Jersey, ~~-08831~~, (hereinafter called the "Employer").

### W I T N E S S E T H

In consideration of the mutual covenants, provisions and conditions of this agreement, and other good and valuable considerations, the parties hereto agree as follows:

### ARTICLE 1--RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all its employees, excluding office employees, executives, guards, police, watchmen and supervisors, as defined in the Labor-Management Relations Act, as amended.



**ARTICLE 2--SUCCESSORS & ASSIGNS**

This agreement shall apply to the establishments now or hereafter owned, maintained, operated and/or controlled by the Employer, his successors and assigns

**ARTICLE 3--CONDITIONS OF EMPLOYMENT**

All newly hired employees shall be deemed for the first 60 days of employment, to be on a trial basis and said employees may be dismissed during said trial period. At the option of the Employer, without recourse to appeal. Said trial period may be extended for an additional thirty (30) days by the Employer.

**ARTICLE 4--DEDUCTIONS**

A. Deductions shall be made for membership dues and initiation fees to the Union, from the first paycheck of the employee, after completion of trial period and upon receipt by the Union and the Employer of the individual's written authorization and monthly thereafter from the first paycheck of the employee in each month.

B. The written authorization shall not be revocable for a period of more than one (1) year, or upon the termination date of the applicable collective agreement, whichever occurs sooner.

C. The deductions shall be remitted to the Union not later than the tenth (10) day

of the current month.

D. The Employer shall furnish the Union, monthly, with a record of those for whom deductions have been made and the amounts thereof.

E. Any monies deducted from the employees are to remain the property of the Union and in no event shall the Employer be permitted to use said monies for any purpose.

#### **ARTICLE 5—SENIORITY**

Seniority shall be applied in cases of layoffs, rehiring & vacation. Seniority shall be determined based on length of service and ability to perform the work. Union Shop Stewards shall enjoy top seniority in regard to layoffs and rehiring.

#### **ARTICLE 6—HOURS OF WORK**

A. The normal work week of the employees covered by this agreement shall be forty (40) hours, consisting of five consecutive eight (8) hour days. All time in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid for at the rate of time and one-half. Holidays shall be paid at the rate of double time and one-half.

B. Any employee, if required to leave the job, due to any injury or illness, before his regular quitting time, shall be paid in full for that day. Work hours shall be as follows: 7:00AM to 3:30PM.

C. Each employee under this agreement shall be expected to be available to work a reasonable amount of overtime. Efforts will be made to keep overtime equal among employees. On those occasions when overtime is necessary, the Public Works Chairman or his designee shall determine the number of persons required as well as the amount of overtime required from each person selected. Bargaining union work shall be done traditionally by union members. No sub-contracting of bargaining union work. Landscaping is an exception.

D. Any employee not properly notified of overtime available shall not be subjected to disciplinary action by the Employer.

#### ARTICLE 7--CALL-IN TIME

If any employee reporting for the usual day's work, is, for any reason whatsoever prevented from working or laid off without having received previous notice, no later than quitting time of the previous work day by the Employer, the employee shall receive his or her pay for four (4) hours, in accordance with the employee's weekly earnings.

#### ARTICLE 8--REST PERIOD

All employees of the Employer shall receive a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon on the Employer's time.  
9:00AM---9:15AM                    2:00PM----2:15PM

**ARTICLE 9—WAGE SCHEDULE**

**A. Effective January 1, 1996 all employees shall receive a four & one-half percent (4.5%) wage increase.**

**B. Effective January 1, 1997 all employees shall receive a four & one-half percent (4.5%) wage increase.**

**C. Effective January 1, 1998 all employees shall receive a four percent (4%) wage increase.**

**D. If the Employer finds the necessity to subcontract work and overtime is performed, then the employees covered by this contract shall receive first preference and they shall be paid the amount of monies the subcontractor pays his employees. This provision will not pertain to emergency situations as determined by the Chairman of Public Works.**

**E. The Foreman position when established shall be at \$15.00 per hour.**

**ARTICLE 10—GOVERNMENT MINIMUM WAGES**

**A. All wage items provided for herein (including, but not limited to minimums, scales, increases across the board and progressions) have been negotiated and agreed upon based on the presently existing Governments minimum wages and all**

wage items bear significant relationship to each other. If the present Government minimum wage is increased (whether Municipal, State or Federal and irrespective of its effective date or dates), it is agreed that such action will have a substantial adverse effect upon the interrelationships and differentials in the entire wage structure and therefore, the questions of continuation of such interrelationships and differentials and the amounts thereof shall be negotiable issues under this agreement.

B. All progressive or automatic increases above the minimum wage as agreed upon in this contract shall be applied to any Federal or State increases as prescribed by law.

C. With regard to a new hire on the road department his pay shall start at \$8.00 per hour and raised to \$9.50 upon successful completion of the probationary period. Upon completion of six months of employment, his wages shall be increased to \$11.00 per hour.

#### ARTICLE 11—NO REDUCTION OF BENEFITS

There shall be no reduction of wages through the signing of this agreement. Any terms and conditions of employment prior to the signing of this contract are null and void as a result of singing this contract.

#### ARTICLE 12—WAIVER OR MODIFICATIONS

Neither the Employer, nor any employee nor group of employees shall have the right to waive or modify the wage schedule of this agreement, or any provision in this agreement, without the written authorization of the Union.

#### **ARTICLE 13--HOLIDAYS**

**A. All employees shall receive a full day's pay for holidays and shall not be required to work said holidays, except when called in on an emergency, by the Chairman of Public Works or the Mayor. Paid holidays are:**

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

**B. If an employee is required to work on a Holiday listed herein, he shall receive wages in amount of double time and one-half. In lieu of double time and one-half, he may choose to receive time and one-half and a day off at a later date.**

**C. During such week if a holiday occurs, overtime shall commence after thirty-two (32) hours of work in that week.**

**D. There shall be no compulsion on any employee to work on any of the aforementioned holidays, unless an emergency involving public health and safety arises.**

E. Any employee who is laid off seven (7) days prior to any holiday, shall be paid his wages for the holiday or holidays.

F. Employees failing to report to work for any reason, including illness on a day prior to a holiday or vacation day, or immediately following a holiday or vacation day shall not be compensated for that day.

#### **ARTICLE 14 PERSONAL DAYS**

Each employee shall be entitled to three (3) personal days, to include: One (1) emergency personal day on immediate notice and two (2) personal days with a 72 hour written notice, to the foreman & the Chairman of Public Works.

#### **ARTICLE 15--VACATIONS**

A. The employees covered by this agreement shall receive a vacation, with full pay in advance, provided the payroll clerk has been given a two week written notice.

B. Vacation time shall accumulate according to the following:

1) One (1) year employment:-----10 Days

2) Year 2-11----One additional day per year.

3) Maximum number of possible vacation days---21

C. Holidays shall not count as vacation days. In the event an employee takes a vacation during a week in which a holiday occurs, that day shall not be counted as a

vacation day.

**D. Employees who lose time due to any compensatory injury, illness or maternity, they shall receive full pro-rata vacation credits, provided they have worked six (6) months or more in any given year.**

**E. Requests for vacation are to be submitted to Chairman of Public Works for approval no later than two weeks prior to date requested.**

**F. No more than one employee may be on vacation at any given time.**

#### **ARTICLE 16--DISCHARGE**

No employee shall be discharged except for good and sufficient cause. Prompt written notice thereof must be given to the Union, by the Employer. The Union may question the discharge and submit the matter to arbitration in accordance with Article 17, if, in its opinion, such discharge is not justifiable.

#### **ARTICLE 17 GRIEVANCE-ARBITRATION PROCEDURE**

All claims, disputes or grievances whatsoever of whatever kind or nature arising between the parties shall be adjusted by the Union and the Employer. If such disputes are not adjusted within five (5) days, then the matter shall be submitted for arbitration to an arbitrator mutually agreed on, failing which, then to the New Jersey State Public Employer Relation Commission for designation of the

arbitrator. The decision of the arbitrator shall be final and binding and any award, decision or findings of the arbitrator may be enforced by the appropriate proceedings or judgment in any court of competent jurisdiction. The cost of such arbitration shall be born by the losing party.

#### ARTICLE 18--THE UNION AS THE PARTY AT INTEREST

A. The employees shall comply with the terms of this agreement. The parties agree that the maintenance of a peaceable and constructive relationship between employees and the Union and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract, for the discussion and the determination of grievances and disputes, employees, or groups of employees would, either as such individuals or groups, seek to interpret or enforce the contract on their own initiative or responsibility.

B. It is, therefore, agreed that this contract shall not vest or create in any employee or group of employees covered thereby, any rights or remedies which they or any of them can enforce either at law, equity or otherwise. It being understood and agreed on the contrary, that all of the rights and privileges created or implied from this contract shall be enforceable only by the parties hereto and only in the manner established by the contract.

#### ARTICLE 19--ENTRY INTO THE ARMED FORCES

A. Any employee of the Employer (including those now serving in the Armed

Forces) who during the employment hereunder shall enter into the Armed Forces of the United States shall, upon the completion of his/her services therein, be entitled to reinstatement on his job together with all the accrued seniority rights, wage increases, and any other benefits that may have been granted during his absence. In determining the seniority of any employee returning to his employment after discharge from the armed forces, he shall be credited with the time spent in such service.

B. Such employee discharged from the Armed Forces must apply for his job within sixty (60) days after being discharged, from the Armed Forces unless it is beyond his control to do so.

C. Such employee shall receive, upon his entry in the Armed Forces two(2) weeks severance pay, if employed a minimum of five (5) years or more and three (3) weeks severance pay, if employed ten (10) years or more and his accrued vacation money as provided for in this agreement. Employees shall receive pay for the day of examination for induction into the service.

D. All of the provisions above apply only in the event subject employee is drafted into the armed services. Should an employee volunteer for duty in armed forces the provisions above do not apply.

#### ARTICLE 20--SANITARY & SAFETY CONDITIONS

The Employer and Employees shall keep its premises in a clean and sanitary condition, and protect the machinery. The Employer shall equip the premises with a medicine chest containing the necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the Workmen Compensation Law of the State of New Jersey. Employees shall not remove any safety devices and must wear all safety equipment provided. Employees agree to attend all safety classes provided by the employer or it's agents.

#### ARTICLE 21—BULLETIN BOARD

The Union shall have the right to post notices on a bulletin board which shall be provided by the Employer. Said bulletin board shall be posted in a conspicuous place.

#### ARTICLE 22—DISCRIMINATION

It is agreed that no employee or applicant for employment shall be discriminated against by the Employer or the Union because of his membership in or activities in behalf of the Union or any other Union or the lack thereof, or because of race, color, creed, national origin, sex, age, physical disability or sexual preference.

#### ARTICLE 23—SHOP VISITATION

Any official representative of the Union shall be permitted to visit the

Employer's premises during working hours. However notification must be given 24 hours prior of intent to visit and if, in the discretion of the Chairman of Public Works, work is being unduly disruptive, the union representative may be asked to exit the premises.

#### ARTICLE 24--SAVINGS CLAUSE

To the best of their knowledge and belief of the parties, this contract contains no provision which is contrary to Federal or State Law or Regulations. Should, however any provision of this agreement, at any time during the period provided for in said agreement, be in conflict with Federal or State Law or Regulations the parties agree to negotiate with respect to such provisions and said provisions shall continue in effect for the time being only to the extent permitted under such Federal or State Law or Regulations. In the event that any provisions of this agreement is thus held inoperative, the remaining provisions of the agreement shall nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and if possible, to negotiate further provisions for such part or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as herein provided the matter shall be referred to arbitration pursuant to the terms of the agreement.

#### ARTICLE 25--LOCAL 210'S HEALTH & INSURANCE

A. Effective January 1, 1996 the Employer shall pay, monthly, after the first thirty (30) calendar days of employment, on or before the tenth (10) day of the month to LOCAL 210'S HEALTH & INSURANCE FUND the sum of \$325.00 per month for each employee covered by this agreement. Effective January 1, 1998 the Employer shall pay monthly the sum of \$360.00 per month per member to be paid also on or before the tenth(10) day of the current month.

B. The contributions shall be used by the Trustees for the purpose of providing so much of the following benefits: Life insurance or similar benefits, hospital, medical and surgical benefits for employees (and their dependents), as shall be determined from time to time by the Trustees without limitation of authority. The contributions shall be held and managed under the terms and provisions of an Agreement & Declaration of Trust, the original of which is on file in the office of said fund and all amendments made thereto from time to time. The parties hereby confirm and approve the composition and membership of the Board of Trustees of the Funds as now and hereafter constituted.

C. The Employer shall be liable and responsible and shall pay the full cost for the maintenance of such disability benefits program as may be required under the laws of the State for the employees employed by him.

D. The Employer shall furnish with each payment a statement showing the employees covered by this agreement and employed during the preceding month, and the wages paid to them and such other information as may be required by the

fund to guarantee its sound and efficient operation. The Employer shall furnish to the fund, quarterly, if requested in writing, a certified copy of his Social Security Return to the United States Government and shall permit the Fund's Administrator, or his representative, during reasonable business hours, to audit his wage and related records. The fund shall provide the Employer, annually, on written request, with a report of benefits paid.

E. It is understood and agreed that the Union with respect to its officers and employees and the Local 210 Health & Insurance Funds and Locals 210's Pension Fund with respect to their employees, including professional and custodial persons retained by each fund constitute a class or classes acceptable by employees to the Trustees as "employees" for whom they make similar contributions subject to the terms and conditions of the Fund's Trust Agreement.

#### ARTICLE 26--SCHOLARSHIP FUND

The Employer shall pay to Local 210 Scholarship Fund, the sum of \$4.00 per month for each employee covered by this agreement. The employer agrees to comply with rules and regulations of the Fund regarding disbursement of Scholarship Funds.

#### ARTICLE 27--ANNUITY FUND

A. Effective January 1, 1996 through December 31, 1998, the Employer shall contribute the sum of \$22.00 per week, per employee covered by this agreement into

**Local 210's Annuity plan.**

**B. Excused absences (as listed in the House Rules) as agreed between the Union and the Employer shall be considered as time worked as it applies to the Annuity Plan.**

**C. For new employees this contribution shall commence sixty (60) days after their date of hire. The Employer will submit the contributions to the Union with a check-list of the employees, no later than the tenth (10) day of each following month.**

**D. Contributions shall be made in such a manner as determined by the Trustees.**

**ARTICLE 28—SICK LEAVE**

**A. Sick leave covers absence from work because of illness, accident, or exposure to contagious disease.**

**B. All covered employees are entitled to twelve (12) excused absences per year due to illness. Sick leave may accumulate to a maximum of thirty (30) days. Sick leave may accumulate above thirty (30) days, however, all sick leave accrued above thirty (30) days shall be dropped as of December 31st of each year. If an employee is absent for reasons that entitle him to sick leave his Foreman or Chairman of Public Works shall be notified promptly, by either calling the Foreman or Chairman of Public Works directly or leaving a message on the recording machine at the shop.**

Failure to notify Foreman or Chairman of Public Works may be cause for disciplinary action. A note from a physician may be requested by the Foreman and by the Chairman of Public Works for each day of Sick Leave, if such sick day is believed to be an abuse of sick time.

C. Absence from work for illness in excess of authorized days will be deducted from employee's salary.

D. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

E. The Borough may require an employee who has been absent because of illness to be examined by a physician designated by the Union from a list approved by the Borough as a condition of the employee's return to duty, regardless of the three (3) day provision set above, if the Borough believes that the provisions of the sick leave benefit have been deliberately abused.

#### ARTICLE 29—DENTAL PLAN

Effective January 1, 1996, the Employer shall contribute to Local 210 Health & Insurance Fund the sum of \$33.00 per month for each covered employee who works five (5) working days in any given month, including holidays, vacation, jury duty and sick leave.

**ARTICLE 30—PROVISIONS APPLICABLE TO ALL FUNDS**

**A. If the Employer fails to make required reports or payments to the Funds, the Trustees may, in their sole and absolute discretion take any action necessary including but not limited to immediate arbitration and suits of law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds Trust Agreement and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, court costs, auditor's fees and interest.**

**B. Where a contributing Employer is regularly and consistently delinquent, the Trustees in their discretion may require such security as they deem necessary.**

**ARTICLE 31—POSTING OF HOUSE RULES**

**The Employer will post the attached "House Rules", a copy of which is hereby provided to the Union for approval. Said "House Rules", shall be binding upon Employees and Employer following, Union approval, signified by the signing of this contract**

**ARTICLE 32—BEEPER**

**The beeper shall be rotated among the existing crew of workers on weekends. Employees shall be paid for three (3) hours each day they carry the beeper. In the event of an emergency when an employee is called in to do work, by the Chairman**

of the Public Works, or Foreman, he shall receive a full eight hours pay for his regular work.

#### **ARTICLE 33--CLOTHING ALLOWANCE**

A clothing allowance of \$350.00 per year shall be awarded each employee commencing in January 1996.

#### **ARTICLE 34--DURATION**

**A. This agreement shall be in full force and effect from the date of execution retroactive to January 1, 1996 to December 31, 1998, at which time this contract shall expire.**

**B. The new contract negotiated shall be retroactive to the date of expiration of the current contract. The parties agree to start such negotiations (180) days prior to the expiration of this contract.**

#### **ARTICLE 35 LUNCH PERIOD**

Each employee shall receive thirty minutes duty free lunch without compensation. Lunch time shall be from 12:00 Noon until 12:30 PM. Any deviation must be approved by the Foreman or Chairman of Public Works.

#### **ARTICLE 36 FUNERAL LEAVE**

**A. Five (5) days of leave in the event of death in the immediate family.**

Immediate family to mean husband, wife, son, daughter, mother, father or sibling.

This 5 day period commences from the date ~~of death~~ and includes weekends and  
~~or vacation~~  
holidays.

**B. An allowance of two (2) days will be granted for the death of grandmother,  
grandfather, mother-in-law, father-in-law uncle, aunt, sister-in-law, brother-in-law,  
niece or nephew.**

**C. Such leave shall be in addition to vacation leave or sick leave.**

**D. Proper notice to employee's department head is required prior to the exercise  
of this section for his approval.**

**ARTICLE 37--MILITARY LEAVE**

Borough employees who belong to the National Guard or Military Reserve may receive Military Leave with pay for field training and drills as required. This can only be awarded if the employee files a request for military leave fourteen (14) days prior to taking the leave. If there is any compensation received from the branch of service involved, these monies up to the amount paid by the Borough shall be refunded to the Borough.

**ARTICLE 38--JURY DUTY**



An employee who is called for jury duty shall be granted an excused absence with pay, less any compensation received for such duty during the required period of any duty. Such employee shall notify his department head immediately following receipt of the call, presenting a copy of the notice to the Borough Clerk's Office.

THE BOROUGH OF JAMESBURG  
31 E. RAILROAD AVE.  
JAMESBURG, N. J. 08831  
EMPLOYER

BY: *Joseph DiPierro*  
JOSEPH DIPIERRO  
MAYOR

BY: *Chandler L. Hetzell*  
CHANDLER L. HETZELL  
COUNCIL PRESIDENT

BY: *John Bee*  
JOHN BEE  
CHAIRMAN PUBLIC WORKS

PRODUCTION, MERCHANDISING AND  
DISTRIBUTION EMPLOYEES UNION  
LOCAL 210, AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

BY: *Angelo Martin*  
ANGELO MARTIN  
SEC/TREAS

BY: *Kevin Nolan*  
KEVIN NOLAN  
TRUSTEE/AGENT

